

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MANUEL DE JESUS ROSARIO,

Plaintiff,

-v-

MIS HIJOS DELI CORP., PALMA GROCERY
CORP., 251 E. 123rd ST. REALTY, LLC, JOSE
PALMA, LEONIDA COLLADO, and JUNIOR
PALMA,

Defendants.
----- X

15-cv-6049 (JSR)

VERDICT

I. Defendants' Employer Status (Relevant for All Claims)

Jose Palma

Was Jose Palma an employer of Manuel de Jesus Rosario during Time Period I?

Yes ☒ No ☐

Was Jose Palma an employer of Mr. Rosario during Time Period II?

Yes ☒ No ☐

Was Jose Palma an employer of Mr. Rosario during Time Period III?

Yes ☒ No ☐

Was Jose Palma an employer of Mr. Rosario during Time Period IV?

Yes ☒ No ☐

Junior Palma

Was Junior Palma an employer of Mr. Rosario during Time Period I?

Yes ☒ No ☐

Was Junior Palma an employer of Mr. Rosario during Time Period II?

Yes ✓ No

Was Junior Palma an employer of Mr. Rosario during Time Period III?

Yes ✓ No

251 E. 123rd St. Realty, LLC

Was 251 E. 123rd St. Realty, LLC an employer of Mr. Rosario during Time Periods II, III, and IV?

<u>II</u>	Yes <u>✓</u>	No <u> </u>
<u>III</u>	Yes <u> </u>	No <u>✓</u>
<u>IV</u>	Yes <u>✓</u>	No <u> </u>

II. Claims for Unpaid Minimum Wage and/or Overtime

With respect to Mr. Rosario's claims that his employer or employers failed to pay him the minimum wage and/or overtime that he was due, we the jury find the relevant employer or employers:

Liable ✓ Not Liabe

[If you answered "Liabe" to the preceding question, answer the next nine questions. Otherwise, ignore the next nine questions and proceed to the next claims at III.]

On the unpaid minimum wage/overtime claims as to which we have found the employer or employers liable, we the jury award Mr. Rosario the following damages:

\$ 6343.84 for Time Period I

\$ 13,623.56 for Time Period II

\$ 0 for Time Period III

\$ 16,578.10 for Time Period IV

Good Faith Determination

On the unpaid minimum wage/overtime claims as to which we have found Leonida Collado liable, we the jury find that Leonida Collado's violation of the law as to these claims was:

In Good Faith ✓ Not in Good Faith _____

On the unpaid minimum wage/overtime claims as to which we have found Palma Grocery Corp. liable, we the jury find that Palma Grocery Corp.'s violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith ✓

On the unpaid minimum wage/overtime claims as to which we have found Junior Palma liable, we the jury find that Junior Palma's violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith ✓

On the unpaid minimum wage/overtime claims as to which we have found Mis Hijos Deli Corp. liable, we the jury find that Mis Hijos Deli Corp.'s violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith ✓

[If you found above that Jose Palma was never an employer of Mr. Rosado, ignore the next question and proceed to the following question regarding 251 E. 123rd St. Realty, LLC.]

On the unpaid minimum wage/overtime claims as to which we have found Jose Palma liable, we the jury find that Jose Palma's violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith ✓

[If you found above that 251 E. 123rd St. Realty, LLC was never an employer of Mr. Rosado, ignore the next question and proceed to the following section regarding willfulness.]

On the unpaid minimum wage/overtime claims as to which we have found 251 E. 123rd St. Realty, LLC liable, we the jury find that 251 E. 123rd St. Realty, LLC's violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith ✓

Willfulness Determination

On the unpaid minimum wage/overtime claims as to which we have found Junior Palma liable, we find that Junior Palma's violation of the law as to these claims was:

Willful ✓ _____ Not Willful _____

On the unpaid minimum wage/overtime claims as to which we have found Mis Hijos Deli Corp. liable, we find that Mis Hijos Deli Corp.'s violation of the law as to these claims was:

Willful ✓ _____ Not Willful _____

III. Claims for "Spread of Hours" Wage

With respect to Mr. Rosario's claim that his employer or employers failed to pay him the "spread of hours" wage that he was due, we the jury find the relevant employer or employers:

NO!! → Liabe ✓ _____ Not Liabe ✓ _____

[If you answered "Liabe" to the preceding question, answer the next nine questions. Otherwise, ignore the next nine questions and proceed to the next claims at IV.]

On the "spread of hours" wage claim as to which we have found the employer or employers liable, we the jury award Mr. Rosario the following damages:

\$ _____ for Time Period I

\$ _____ for Time Period II

\$ _____ for Time Period III

\$ _____ for Time Period IV

Good Faith Determination

On the "spread of hours" wage claim as to which we have found Leonida Collado liable, we find that Leonida Collado's violation of the law as to these claims was:

No !! →
In Good Faith _____ Not in Good Faith _____

On the "spread of hours" wage claim as to which we have found Palma Grocery Corp. liable, we find that Palma Grocery Corp.'s violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith _____

On the "spread of hours" wage claim as to which we have found Junior Palma liable, we find that Junior Palma's violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith _____

On the "spread of hours" wage claim as to which we have found Mis Hijos Deli Corp. liable, we find that Mis Hijos Deli Corp.'s violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith _____

[If you found above that Jose Palma was never an employer of Mr. Rosado, ignore the next question and proceed to the following question regarding 251 E. 123rd St. Realty, LLC.]

On the "spread of hours" wage claim as to which we have found Jose Palma liable, we the jury find that Jose Palma's violation of the law as to these claims was:

In Good Faith _____ Not in Good Faith _____

[If you found above that 251 E. 123rd St. Realty, LLC was never an employer of Mr. Rosado, ignore the next question and proceed to the following section regarding willfulness.]

On the "spread of hours" wage claim as to which we have found 251 E. 123rd St. Realty, LLC liable, we the jury find that 251 E. 123rd St. Realty, LLC's violation

of the law as to these claims was:

In Good Faith _____ Not in Good Faith _____

Willfulness Determination

On the "spread of hours" wage claim as to which we have found Junior Palma liable, we find that Junior Palma's violation of the law as to this claim was:

Willful _____ Not Willful _____

On the "spread of hours" wage claim as to which we have found Mis Hijos Deli Corp. liable, we find that Mis Hijos Deli Corp.'s violation of the law as to this claim was:

Willful _____ Not Willful _____

IV. Claims for Wage Statements and Wage Notice

Wage Statements

Did the employers-defendants fail to timely provide Mr. Rosario with the required wage statements during Time Period I?

Yes ☒ _____ No _____

Did the employers-defendants fail to timely provide Mr. Rosario with the required wage statements during Time Period II?

Yes ☒ _____ No _____

Did the employers-defendants fail to timely provide Mr. Rosario with the required wage statements during Time Period III?

Yes ☒ _____ No _____

Did the employers-defendants fail to timely provide Mr. Rosario with the required wage statements during Time Period IV?

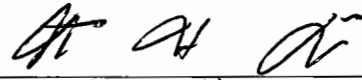
Yes ☒ _____ No _____

Wage Notice

Was Mr. Rosario ever provided with the required wage notice within ten business days after his employment with Mis Hijos Deli Corp. began in Time Period IV?

Yes _____

No ✓



Matthew H. Michkin
FOREPERSON

Date: 2/14/20

IV. Do you find that the defendants paid the taxes due from the Plaintiff?

Yes, in part, according to Plaintiff's W-2 statements for Period I & II.